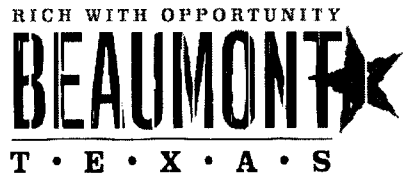


**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS JULY 1, 2014 1:30 P.M.**

CONSENT AGENDA

- * Approval of minutes – June 24, 2014
- * Confirmation of committee appointments
- A) Approve a contract for the purchase of automobile batteries
- B) Authorize the City Manager to execute an agreement with Air Comfort, Inc. for the placement of fiber optic cable in the public right-of-way
- C) Authorize the City Manager to execute all documents necessary for an affiliation agreement between The City of Beaumont's EMS Division and Training Division.com



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: July 1, 2014

REQUESTED ACTION: Council consider a resolution approving a six (6) month contract with Interstate Batteries of Beaumont for the purchase of automobile batteries.

BACKGROUND

Although contracts for less than \$50,000, do not require approval by the City Council, in accordance with the Local Bidder Preference Policy, where the amount of a purchase for tangible personal property and services is less than \$500,000; a valid local bidders consideration claim form was submitted with the bid response; and the bid is within five percent (5%) of the lowest bid price of a non local vendor, the City Council is to determine the award of the contract. Council may award to the lowest bidder, the local bidder or reject all bids.

Bids were solicited from six (6) vendors to provide automobile batteries for Fleet Maintenance. The City received four (4) bid responses. Battery Warehouse of Orange submitted the lowest bid with a bid of \$18,184 for the six (6) month contract. Interstate Batteries also submitted a bid of \$19,094.35 and included a valid local bidders consideration claim form. After applying the five percent (5%) threshold to the local bid, makes it \$18,139.63, Interstate Batteries is less than the non-local bid. The contract has an option to renew that allows for an additional six months.

FUNDING SOURCE

Fleet Fund.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, bids were received for a six (6) month contract, with the option to renew for an additional six (6) months, for the purchase of automobile batteries for use by the Fleet Maintenance Division; and,

WHEREAS, Battery Warehouse, of Orange, Texas, submitted the lowest bid for an estimated total expenditure of \$18,184.00 in the unit amounts shown on Exhibit "A," attached hereto; and,

WHEREAS, Interstate Batteries, of Beaumont, Texas, submitted a bid for an estimated total expenditure of \$19,094.35 in the unit amounts shown on Exhibit "A," attached hereto; and,

WHEREAS, the bid submitted by Interstate Batteries, of Beaumont, Texas, also included a valid Local Bidder Consideration Claim Form, attached hereto as Exhibit "B;" and,

WHEREAS, after applying the five percent (5%) threshold to the local bid in accordance with the Local Bidder Preference Policy, the Interstate Batteries bid of \$18,139.63 is less than the lowest non-local bid submitted by Battery Warehouse of Orange, Texas; and,

WHEREAS, after giving consideration to the Local Bidder Preference Policy, City Council is of the opinion that it is in the best interest of the City that the bid submitted by Battery Warehouse, of Orange, Texas, should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the bid submitted by Battery Warehouse, of Orange, Texas, for a six (6) month

contract, with an option to renew for an additional six (6) months, for the purchase of automobile batteries for use by the Fleet Maintenance Division for an estimated total expenditure of \$18,184.00 in the unit amounts shown on Exhibit "A," attached hereto, be accepted by the City of Beaumont; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with Battery Warehouse, of Orange, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of July, 2014.

- Mayor Becky Ames -



CITY OF BEAUMONT, BEAUMONT, TEXAS
PURCHASING DIVISION BID TABULATION

Bid Name:
Bid Number:
Bid Opening:

Six (6) Month Contract for Automotive Batteries
Bi0514-32
Wednesday, May 28, 2014

Contact Person:

Bob Hollar, Buyer
bhollar@ci.beaumont.tx.us
Phone: 409-880-3758

Vendor City / State Phone No.		Battery Warehouse of Orange Orange, Texas 409-886-0800			Interstate Batteries Beaumont, Texas 860-4200			O'Reilly Auto Parts Springfield, MO 417-829-5879			Southeast TX Parts & Equip Beaumont, Texas 833-8900		
DESCRIPTION BCI#	Qty	UNIT PRICE	CORE CHARGE	EXTENDED PRICE	UNIT PRICE	CORE CHARGE	EXTENDED PRICE	UNIT PRICE	CORE CHARGE	EXTENDED PRICE	UNIT PRICE	CORE CHARGE	EXTENDED PRICE
78U (34/78DT)	13	\$66.00	\$7.00	\$949.00	\$66.95	\$8.00	\$974.35	\$101.03	\$15.00	\$1,508.39	\$110.50	\$15.00	\$1,631.50
31S	70	\$70.00	\$10.00	\$5,600.00	\$67.95	\$12.00	\$5,596.50	\$102.39	\$22.00	\$8,707.30	\$77.73	\$22.50	\$7,016.10
31	19	\$70.00	\$10.00	\$1,520.00	\$68.95	\$12.00	\$1,538.05	\$102.39	\$22.00	\$2,363.41	\$77.70	\$22.50	\$1,903.80
58R	6	\$49.00	\$7.00	\$336.00	\$49.95	\$8.00	\$347.70	\$78.24	\$15.00	\$559.44	\$65.60	\$15.00	\$483.60
58	5	\$49.00	\$7.00	\$280.00	\$49.95	\$8.00	\$289.75	\$76.04	\$15.00	\$455.20	\$71.77	\$15.00	\$433.85
65	89	\$64.00	\$7.00	\$6,319.00	\$65.95	\$8.00	\$6,581.55	\$93.38	\$15.00	\$9,645.82	\$75.51	\$15.00	\$8,055.39
27	3	\$60.00	\$7.00	\$201.00	\$59.95	\$8.00	\$203.85	\$85.03	\$15.00	\$300.09	\$70.83	\$15.00	\$257.49
75	7	\$51.00	\$7.00	\$406.00	\$49.95	\$8.00	\$405.65	\$71.48	\$15.00	\$605.36	\$58.98	\$15.00	\$517.86
78	10	\$55.00	\$7.00	\$620.00	\$52.95	\$8.00	\$609.50	\$77.05	\$15.00	\$920.50	\$64.83	\$15.00	\$798.30
48	15	\$60.00	\$7.00	\$1,005.00	\$89.95	\$8.00	\$1,469.25	\$87.53	\$15.00	\$1,537.95	\$79.99	\$15.00	\$1,424.85
UI (SP40)	11	\$35.00	\$3.00	\$418.00	\$36.95	\$6.00	\$472.45	\$49.39	\$10.00	\$653.29	\$41.09	\$7.50	\$534.49
96R	3	\$67.00	\$7.00	\$222.00	\$76.95	\$8.00	\$254.85	\$88.55	\$15.00	\$310.65	\$75.27	\$15.00	\$270.81
UB1270	22	\$13.00	\$1.00	\$308.00	\$13.95	\$2.00	\$350.90	\$21.96	\$15.00	\$813.12	\$15.91	\$0.00	\$350.02
Total Bid				\$18,184.00			\$19,094.35			\$28,380.52			\$23,678.06
MFCR		INTERSTATE			EAST PENN			EAST PENN			EAST PENN		
Discount % for non-listed it		25%			20%			41%			25%		

LOCAL BIDDER CONSIDERATION CLAIM FORM

Form Revised 4/1/13 /bd

Sections 271.905 and 271.9051 of the Texas Local Government Code authorize a municipality to consider a vendor's location in the determination of a bid award if the lowest bid received is from a business outside the municipality and contracting with a local bidder would provide the best combination of price and other economic benefits to the municipality. The City of Beaumont has determined that the allowable preference shall be applied to local vendor bids for the purposes of evaluation when in the best interest of the City to do so. This request form and any attachments must be submitted with bid package to be considered by the City of Beaumont. Questions should be addressed to the Purchasing Division at 409-880-3720. Exclusions to the local preference include those purchases that are: sole-source, emergency, federally-funded, cooperative contracts, Requests for Quote or Proposal, or via interlocal Agreement as well as telecommunication services. The City reserves the right to accept or reject any bid or combination of bids.

The City requires the information below for consideration of a local bidder preference. (Information may be submitted in an attachment to this form.)

- 1) **Location Eligibility:** Principal place of business in Beaumont, Texas. Principal place of business is defined herein as: Business must own or lease a commercial building or space within the corporate city limits of Beaumont, which is used as a home base for 25% or more of its inventory and workforce. Business must be in operation for at least two (2) years. A location utilized solely as a post office box, mail drop, or telephone message center, and without any substantial work function or inventory, does not qualify.

- a) If yes, identify name of Business/DBA, address, and business structure (sole proprietorship, partnership, corporation, or other).

Name of Business/DBA: Kingsbury Enterprises, Inc./DBA Interstate Batteries of Beaumont - Pt. Arthur
 Address: 6008 College Street
 City: Beaumont State TX Zip 77707

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation
☐ Other _____

- b) Name and city of residence of owner(s)/partners/corporate officers, as applicable.

Name: Joseph L. & Phyllis E. Kingsbury
 City of Residence: Beaumont

2) **General Business Information:**

- a) Year business established (Beaumont location) 1987
 b) Most recent property tax valuation of real and personal property. (Please attach.) \$ 291,420.00
 c) Annual taxable sales (originating in Beaumont). \$ 246,877.45
 d) Is business current on all property and sales taxes at the time of this claim? YES ☒ NO ☐
 e) Total number of current employees: 9 Number of Beaumont-resident employees: 7*

3) **Economic Development benefits resulting from award of this contract:**

- a) Will award of this contract result in the employment/retention of residents of the City of Beaumont? YES ☒ NO ☐
 b) Number of additional jobs created: 0 or retained for Beaumont resident-employees: 1
 c) Will subcontractors with principal places of business in the City of Beaumont be utilized? YES ☒ NO ☐
 d) Local subcontractors utilized, if applicable. Name, location, and contract value for each.
 Name: Interstate All Battery Center
 Address: 6008 College Street Beaumont, TX 77707
 Contract Value: \$ Gel cell or alkaline batteries we supply to the city will be purchased from this business.**
 e) Will award of this contract result in increased tax revenue to the City? YES ☒ NO ☐
 f) If Yes, check types of taxes. ☒ Property Taxes ☐ Sales Taxes ☐ Hotel Occupancy Taxes
 g) Other economic development benefit deemed pertinent by applicant. _____



City of Beaumont
Beaumont, Texas

LOCAL BIDDER CONSIDERATION CERTIFICATION

Certificate of Information:

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

City Bid Number/Quote for which the local preference is requested:

Bi0514-32

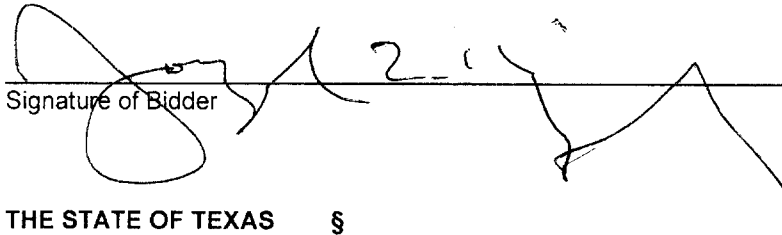
City Bid or Quote Number

Interstate Batteries of Beaumont - Pt. Arthur

Print Bidder's Company Name

Joseph L. Kingsbury

Print Name of Bidder

Signature of Bidder 

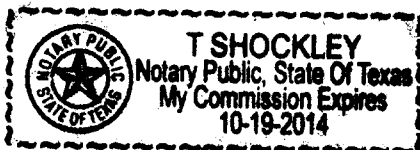
5-20-14

Date

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

Appeared before me the above-named Joseph L. Kingsbury, known to me to be the same, and swore that the information provided in response to the foregoing questions are true and correct to the best of his/her knowledge and belief, this 20th day of May, 20 14.



T. Shockley
Notary Public, State of Texas

T. Shockley
Printed Name

Oct-19-2014
Commission Expires (Date)

RESOLUTION NO.

WHEREAS, bids were received for a six (6) month contract, with the option to renew for an additional six (6) months, for the purchase of automobile batteries for use by the Fleet Maintenance Division; and,

WHEREAS, Battery Warehouse, of Orange, Texas, submitted the lowest bid for an estimated total expenditure of \$18,184.00 in the unit amounts shown on Exhibit "A," attached hereto; and,

WHEREAS, Interstate Batteries, of Beaumont, Texas, submitted a bid for an estimated total expenditure of \$19,094.35 in the unit amounts shown on Exhibit "A," attached hereto; and,

WHEREAS, the bid submitted by Interstate Batteries, of Beaumont, Texas, also included a valid Local Bidder Consideration Claim Form, attached hereto as Exhibit "B;" and,

WHEREAS, after applying the five percent (5%) threshold to the local bid in accordance with the Local Bidder Preference Policy, the Interstate Batteries bid of \$18,139.63 is less than the lowest non-local bid submitted by Battery Warehouse of Orange, Texas; and,

WHEREAS, City Council is of the opinion that it is in the best interest of the City that the local bid submitted by Interstate Batteries, of Beaumont, Texas, should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the local bid submitted by Interstate Batteries, of Beaumont, Texas, for a six (6) month contract, with an option to renew for an additional six (6) months, for the purchase

of automobile batteries for use by the Fleet Maintenance Division for an estimated total expenditure of \$18,139.63 in the unit amounts shown on Exhibit "A," attached hereto, be accepted by the City of Beaumont; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with Interstate Batteries, of Beaumont, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of July, 2014.

- Mayor Becky Ames -



**CITY OF BEAUMONT, BEAUMONT, TEXAS
PURCHASING DIVISION BID TABULATION**

Six (6) Month Contract for Automotive Batteries
Bi0514-32
Wednesday, May 28, 2014

Contact Person: Bob Hollar, Buyer

rhollar@ci.beaumont.tx.us
 Phone: 409-880-3758

Vendor City / State Phone No.		Battery Warehouse of Orange Orange, Texas 409-886-0800			Interstate Batteries Beaumont, Texas 860-4200			O'Reilly Auto Parts Springfield, MO 417-829-5879			Southeast TX Parts & Equip Beaumont, Texas 833-8900		
DESCRIPTION BCI#	Qty	UNIT PRICE	CORE CHARGE	EXTENDED PRICE	UNIT PRICE	CORE CHARGE	EXTENDED PRICE	UNIT PRICE	CORE CHARGE	EXTENDED PRICE	UNIT PRICE	CORE CHARGE	EXTENDED PRICE
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96R	3	\$67.00	\$7.00	\$222.00	\$76.95	\$8.00	\$254.85	\$88.55	\$15.00	\$310.65	\$75.27	\$15.00	\$270.81
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Total Bid				\$18,184.00			\$19,094.35			\$28,380.52			\$23,678.06
MFGR		INTERSTATE			EAST PENN			EAST PENN					
Discount % for non-listed it		25%			20%			41%			25%		



City of Beaumont
Beaumont, Texas

LOCAL BIDDER CONSIDERATION CLAIM FORM

Form Revised 4/1/13 /bd

Sections 271.905 and 271.9051 of the Texas Local Government Code authorize a municipality to consider a vendor's location in the determination of a bid award if the lowest bid received is from a business outside the municipality and contracting with a local bidder would provide the best combination of price and other economic benefits to the municipality. The City of Beaumont has determined that the allowable preference shall be applied to local vendor bids for the purposes of evaluation when in the best interest of the City to do so. This request form and any attachments must be submitted with bid package to be considered by the City of Beaumont. Questions should be addressed to the Purchasing Division at 409-880-3720. Exclusions to the local preference include those purchases that are: sole-source, emergency, federally-funded, cooperative contracts, Requests for Quote or Proposal, or via interlocal Agreement as well as telecommunication services. The City reserves the right to accept or reject any bid or combination of bids.

The City requires the information below for consideration of a local bidder preference. (Information may be submitted in an attachment to this form.)

- 1) **Location Eligibility:** Principal place of business in Beaumont, Texas. Principal place of business is defined herein as: Business must own or lease a commercial building or space within the corporate city limits of Beaumont, which is used as a home base for 25% or more of its inventory and workforce. Business must be in operation for at least two (2) years. A location utilized solely as a post office box, mail drop, or telephone message center, and without any substantial work function or inventory, does not qualify.

- a) If yes, identify name of Business/DBA, address, and business structure (sole proprietorship, partnership, corporation, or other).

Name of Business/DBA: Kingsbury Enterprises, Inc./DBA Interstate Batteries of Beaumont - Pt. Arthur

Address: 6008 College Street

City: Beaumont State TX Zip 77707

Business Structure: ☐ Sole Proprietorship ☐ Partnership ☒ Corporation

☐ Other _____

- b) Name and city of residence of owner(s)/partners/corporate officers, as applicable.

Name: Joseph L. & Phyllis E. Kingsbury

City of Residence: Beaumont

2) **General Business Information:**

- a) Year business established (Beaumont location) 1987
- b) Most recent property tax valuation of real and personal property. (Please attach.) \$ 291,420.00
- c) Annual taxable sales (originating in Beaumont). \$ 246,877.45
- d) Is business current on all property and sales taxes at the time of this claim? YES ☒ NO ☐
- e) Total number of current employees: 9 Number of Beaumont-resident employees: 7*

3) **Economic Development benefits resulting from award of this contract:**

- a) Will award of this contract result in the employment/retention of residents of the City of Beaumont? YES ☒ NO ☐
- b) Number of additional jobs created: 0 or retained for Beaumont resident-employees: 1
- c) Will subcontractors with principal places of business in the City of Beaumont be utilized? YES ☒ NO ☐
- d) Local subcontractors utilized, if applicable. Name, location, and contract value for each.
Name: Interstate All Battery Center
Address: 6008 College Street Beaumont, TX 77707
Contract Value: \$ Gel cell or alkaline batteries we supply to the city will be purchased from this business.**
- e) Will award of this contract result in increased tax revenue to the City? YES ☒ NO ☐
- f) If Yes, check types of taxes. ☒ Property Taxes ☐ Sales Taxes ☐ Hotel Occupancy Taxes
- g) Other economic development benefit deemed pertinent by applicant. _____



City of Beaumont
Beaumont, Texas

LOCAL BIDDER CONSIDERATION CERTIFICATION

Certificate of Information:

The undersigned does hereby affirm that the information supplied is true and correct as of the date hereof, under penalty of perjury.

City Bid Number/Quote for which the local preference is requested: Bi0514-32
City Bid or Quote Number

Interstate Batteries of Beaumont - Pt. Arthur
Print Bidder's Company Name

Joseph L. Kingsbury
Print Name of Bidder

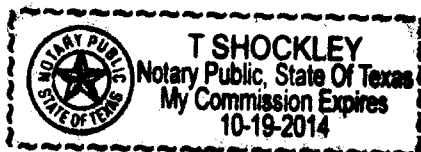
[Signature]
Signature of Bidder

5-20-14
Date

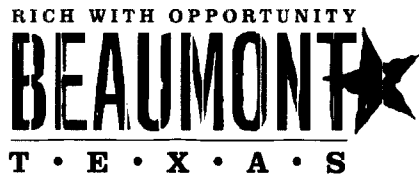
THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

Appeared before me the above-named Joseph L. Kingsbury, known to me to be the same, and swore that the information provided in response to the foregoing questions are true and correct to the best of his/her knowledge and belief, this 20th day of May, 20 14.



T. Shockley
Notary Public, State of Texas
T. Shockley
Printed Name
Oct-19, 2014
Commission Expires (Date)



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., City Engineer *JM*

MEETING DATE: July 1, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute an agreement with Air Comfort, Inc. for the placement of fiber optic cable in public right-of-way.

BACKGROUND

Air Comfort, Inc. is requesting to route 170 feet of fiber optic cable from their existing location at 625 North Main to their new constructed building located at 590 North Main. The fiber optic cable will be placed in the public right-of-way in the Central Business District. The new building will assist them in the assembly of their air conditioning units.

FUNDING SOURCE

Air Comfort, Inc. will pay the City of Beaumont and initial application fee of \$500.00 and an annual fee of \$297.50 (\$1.75 per linear foot).

RECOMMENDATION

Approval of Resolution.

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute an agreement with Air Comfort, Inc., of Beaumont, Texas, for the placement of 170 linear feet of fiber optic cable in the public right-of-way from their existing location at 625 North Main Street to their newly constructed building located at 590 North Main Street for an initial application fee of \$500, an inspection fee of \$500.00, and an annual fee of \$1.75 per linear foot wherein said parties shall confer and negotiate in good faith on a new annual fee rate in 2020, to become effective January 1, 2021 and every ten (10) years thereafter. The agreement is substantially in the form attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of July, 2014.

- Mayor Becky Ames -

PUBLIC RIGHT-OF-WAY USE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF JEFFERSON §

WHEREAS, Air Comfort, Inc. desires to use certain public right-of-way within the City of Beaumont for the purposes set forth below; and,

WHEREAS, it is the position of the City of Beaumont that Air Comfort, Inc. must obtain a license in order to use the public right-of-way; and,

WHEREAS, the City Council of the City of Beaumont has determined that it is appropriate to make the following agreement with Air Comfort, Inc.; and,

NOW, THEREFOR;

The City of Beaumont, hereinafter called "City" for and in consideration of the receipt of good and valuable consideration, as set out more fully herein, hereby agrees with Air Comfort, Inc. that Air Comfort, Inc. may lay, maintain, operate, replace or remove a fiber optic communication system (the "system") for the transportation of communications in, on, under or across the streets, alleyways and easements set forth in Exhibit "A" and situated in the City of Beaumont, Jefferson County, Texas, as more specifically set out herein and subject to the following conditions:

- (a) The system shall be installed in such a manner as has been approved by the City Engineer and/or the Texas Department of Transportation, if applicable, so that the finished installation shall, in no way, interfere with the use of the public streets and alleys by the public. Permits shall be obtained by Air Comfort, Inc. or an Air Comfort, Inc. contractor from the Public Works Department of the City prior to any installation, maintenance or removal requiring excavation.
- (b) The system shall be buried at a depth of no less than thirty (30) inches unless otherwise authorized by the City Engineer and/or the Texas Department of Transportation, if applicable. The system is to be installed a minimum of thirty-six inches (36") below the existing flow line of the

adjacent drainage ditch, when crossing or placed in said ditch. Air Comfort, Inc. will notify the Public Works Department of the City of Beaumont prior to installation of the system under this agreement, and shall obtain City permits at a cost not to exceed a one-time charge of Ten Dollars (\$10) plus Five Dollars (\$5) for each day of construction.

- (c) The installation and operation of the system shall not interfere with the natural drainage in that area nor with the drainage system of the City, nor with sanitary sewer lines, water lines, or other facilities.
- (d) The system shall be installed in such a manner as to provide a twelve (12) inch vertical clearance and a thirty-six (36) inch horizontal clearance with existing water or sanitary sewer lines.

All excavations within the right-of-way shall be backfilled in accordance with City Standards. All surplus material shall be removed from the right-of-way.

- (f) Excavations necessary for the installation, repair or maintenance of the system shall be performed in such a manner as will cause the least inconvenience to the public and Air Comfort, Inc. shall promptly restore to as good a condition as before and to the reasonable satisfaction of the City Engineer and/or the Texas Department of Transportation, all streets, alleys, or easements, excavated by it.
- (g) The system will be installed in accordance with the drawings approved by the City and to the specifications which set out the specific location, depth, method of construction, etc., of the installation.
- (h) Construction along roadways shall be performed in such a manner that excavated materials shall create the minimum hazard and obstruction. All property where operations are performed will be restored to original condition or better. The cost of any repairs to road surface, roadbed, structures or other right-of-way features as a result of this installation will be borne by the owner of the system.
- (i) Any installation which takes place in, on, under, above, or across property which is not owned by the City or not a City easement or right-of-way shall require additional permission by the owner(s) of the property involved. Approval of this license agreement excludes permission to do any installation on property which is not owned by the City of Beaumont.
- (j) Barricades, warning signs, lights, and flagmen will be provided and installed in accordance with the Texas Manual of Uniform Traffic Control Devices (current edition) by an Air Comfort, Inc. contractor when, in the

opinion of the City Engineers, such is necessary for the safe installation of the system. Air Comfort, Inc. or its contractor will provide supervision of the work which is knowledgeable in the standards referred to above. Nothing herein is to be construed as prohibiting the use by Air Comfort, Inc. or its contractor of additional barricades, warning signs and lights or flagmen as be necessary. In the event Air Comfort, Inc. or its contractor does not comply with the barricading standards, the City Engineer may order Air Comfort, Inc. and its contractor to stop work; but only until compliance is achieved.

- (k) City reserves the right to lay and to permit to be laid sewer, gas, water and other pipes and cables, and to do or permit to be done any municipal underground work that may be deemed to be necessary or proper by City in, across, along, or under any of the streets, alleys and easements, and to change any curb or sidewalk or the grade of any of said streets. In doing or permitting any such work, the City of Beaumont shall not be liable to Air Comfort, Inc. for any damage occasioned; it being understood that nothing herein shall be construed as foreclosing Air Comfort, Inc. rights to recover damages against any contractor or third party who may be responsible for damages to Air Comfort, Inc. facilities.
- (l) If the City requires Air Comfort, Inc. to remove, alter, change, adapt, or conform its facilities because of changes in the grade of a street or in the location or manner of constructing a water pipe, sewer pipe, or other underground or aboveground structure owned by the City, on alternative right-of-way provided by the City, Air Comfort, Inc. shall make the alterations or changes as soon as practicable when ordered in writing by the City, without claim for reimbursement or damages against the City at no additional charge to Air Comfort, Inc. If these requirements impose a financial hardship on Air Comfort, Inc, Air Comfort, Inc. shall have the right to present alternative proposals for the City's consideration. If the City requires Air Comfort, Inc. to remove, alter, change, adapt or conform its facilities to enable any other corporation or person, except the City, to use, or to use with greater convenience, any public right-of-way, Air Comfort, Inc. shall not be required to make any such changes until such other corporation or person shall have undertaken, with solvent bond, to reimburse Air Comfort, Inc. for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of Air Comfort, Inc. facilities; provided, however, the City shall never be liable for such reimbursements.
- (m) Air Comfort, Inc. shall indemnify, save and hold harmless the City of Beaumont from any and all claims for injuries and damages to persons or property occasioned by or arising out of the installation, maintenance, operation, repair or removal of the system by Air Comfort, Inc, except to

the extent arising from the sole negligence, or wanton conduct or gross negligence of the City of Beaumont, its employees or agents. Neither party shall be liable to the other for any consequential, special, or indirect damage hereunder.

- (n) If the system or any part thereof installed by Air Comfort, Inc. shall be in any respect damaged or injured by the City or any public entity in connection with any construction or maintenance of any public facility, Air Comfort, Inc. shall not be entitled to prosecute or maintain a claim against the City or such public agency unless such damage is occasioned by the City or such public agencies wanton conduct or gross negligence. However, nothing contained in this paragraph shall prevent Air Comfort, Inc. from prosecuting or maintaining a claim against a private contractor employed by the City or such entity.
- (o) Recovery by Air Comfort, Inc. for damages that occur to Air Comfort, Inc. facilities, as a result of an adjoining residential homeowner's attempt to construct improvements to his frontage shall be limited to actual damages only and no loss of revenue as damages. Any additional cost shall be borne by Air Comfort, Inc.
- (p) The system shall be maintained and operated in such a manner as to cause no damage to public facilities. Damage to public facilities occasioned by such maintenance and operation shall be at Air Comfort, Inc. expense. Such damages shall be limited to actual damages and no loss of revenue damages.
- (q) Air Comfort, Inc. contractors shall furnish the City with a certificate of insurance issued by an insurer acceptable to the City showing that the permittee has in force, and will maintain in force during the construction of the system, liability insurance of not less than \$1,000,000 for any one accident and property damage insurance of not less than \$1,000,000, or to applicable City insurance requirements, at the time of such construction. Such insurance shall be maintained in force during the life of the project and no modifications or change of insurance coverage and provisions shall be made without ten (10) days written advance notice to the City.
- (r) Air Comfort, Inc. shall make payment to the City of Beaumont as follows:
 - initial agreement fee of \$500, payable upon execution of this agreement;
 - annual fee of \$1.75 per linear foot in the City right-of-way which sums shall be upon execution of agreement and each year thereafter. Said parties shall confer and negotiate in

good faith on a new rate in 2020, to become effective January 1, 2021 and every ten (10) years thereafter.

- inspection, engineering and other costs during the period of initial construction in the amount of \$500.00, payable upon receipt of invoice.
- (s) Actual expenses of inspection incurred by the City in connection with maintenance of the system by Air Comfort, Inc. (except as provided in Paragraph k) shall be reimbursed to the City by Air Comfort, Inc. upon written request therefore, which shall include evidence of such costs.
- (t) Air Comfort, Inc. agrees that it shall mark the location of its system within forty-eight (48) hours after receipt of notification of proposed construction. Air Comfort, Inc. maintains a toll-free telephone number to be called for location of the system. Should Air Comfort, Inc. fail to locate the system for the City within forty-eight (48) hours of request duly acknowledged, Air Comfort, Inc. shall pay a late charge of Five Hundred Dollars (\$500) per day. In the event of a dispute concerning notice, Air Comfort, Inc. audio tape of telephone messages shall provide proof of notification, which tapes will be made available upon request. Alternatively, notice may be shown by delivery of a certified letter to Air Comfort, Inc.
- (u) Air Comfort, Inc, at no cost to the City, shall keep in the City and make available upon request, complete "as built" drawings clearly showing locations and depth of all facilities. Such drawings shall be provided to the City within sixty (60) days after completion of the project.
- (v) This agreement may not be assigned by Air Comfort, Inc. to any other company or legal entity without the prior written approval by the City of Beaumont's Public Works Director, except that Air Comfort, Inc. may assign its rights and obligations under this agreement to Air Comfort, Inc. parent, subsidiary, affiliate or successor entity without such consent, so long as the parent, subsidiary, affiliate or successor (1) assumes all obligations of Air Comfort, Inc. under this agreement; and (2) is bound to the same extent as Air Comfort, Inc., and (3) the City is notified of the assignment within sixty (60) days and is furnished a written document within which the assignee assumes all obligations under this license.
- (w) Should any other company or legal entity, other than Air Comfort, Inc. or Air Comfort, Inc. parent, subsidiary, affiliate or successor as authorized in section (v), use the system installed under this agreement under the rights granted herein without notification of the City of Beaumont's Public Works Director, such use shall be a violation of this agreement and Air Comfort, Inc. will cease all use of the system and the City may take steps necessary to

enforce a cancellation of this agreement, including removal of some portion or all of the system upon thirty (30) days written notice to Air Comfort, Inc.

The City shall give Air Comfort, Inc. written notice of any violation of this agreement. If Air Comfort, Inc. fails to correct such violation within sixty (60) days of such notice, this agreement shall be immediately terminated upon said sixtieth day. Any notice to be given hereunder by either party to the other may be effected either by personal delivery in writing or by registered or certified mail, postage prepaid with return receipt requested. Mail notices shall be addressed to the addresses of the parties as follows:

City of Beaumont
Public Works Department
PO Box 3827
Beaumont, Texas 77704
(409) 880-3725

Air Comfort, Inc.
Slate Babineaux
625 N. Main
Beaumont, TX 77701
(409) 833-5665

NOTICE PURSUANT TO PARAGRAPH "S" SHALL BE GIVEN AS FOLLOWS:

The above-stated addresses may be changed to such addresses as the parties may from time to time designate by written notice. Commencement of work on the fiber optic system by Air Comfort, Inc. after the date of this agreement shall be construed as evidence of Air Comfort, Inc. acceptance and approval of the conditions above set forth.

This agreement shall be governed by and construed in accordance with the laws of the State of Texas.

This agreement embodies the entire agreement between the parties hereto and supersedes all prior agreements and understandings, if any, relating to the matters addressed herein. This agreement may be amended or supplemented only by a written instrument executed by both parties.

IN WITNESS WHEREOF, the City of Beaumont, Texas, has caused these presents to be signed by its City Manager and the seal of the City to be herewith affixed by the City Clerk, this day of _____, 2014.

THE CITY OF BEAUMONT

By: _____
Kyle Hayes, City Manager

ATTEST:

City Clerk

By: _____

Title: _____

ATTEST:

EXHIBIT "A"

Air Comfort, Inc.

Contact: Slate Babineaux, Vice President

Cell: 409-893-6637

Phone: 409-833-5665

Fax: 409-833-3001

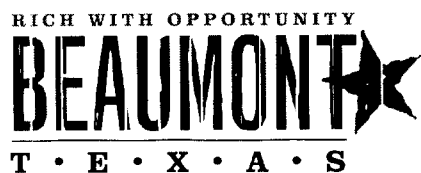
Email: s.babineaux@air-comfort-inc.com

Address: 625 N. Main

Beaumont, TX 77701

Fiber Optic Installation

Total Linear Feet 170



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Sherry Ulmer, Public Health Director

MEETING DATE: July 1, 2014

REQUESTED ACTION: Council consider a resolution authorizing the City Manager to execute all documents necessary for an affiliation agreement between The City of Beaumont's EMS Division and Training Division.com.

BACKGROUND

Training Division.com is requesting an agreement with the City of Beaumont's Emergency Medical Services Division to provide clinical experience to its students majoring in the Emergency Medical Services Program.

The responsibilities of Training Division.com will include but not be limited to the following:

- provision of classroom theory;
- preparation of student assignments;
- continuous communications with Beaumont EMS regarding student performance; and
- supervision of students.

The responsibilities of Beaumont EMS will include but not be limited to the following:

- acceptance and reasonable orientation of students;
- coordination of the college's assignment schedule;
- assistance in evaluation of each student;
- designation of an individual to serve as liaison with the college;
- provision of basic medical care to students in case of an emergency;
- provision of reasonable opportunities for students to observe and assist in various aspects of patient care; and
- ultimate control of responsibility of patient care.

FUNDING SOURCE

Not Applicable.

RECOMMENDATION

Approval of the resolution.



Training Division.com

EMS Agreement for Ambulance Internship

This contract and agreement made and entered into this **3rd day of June 2014** by and between Training Division.com and **Beaumont EMS**.

WHEREAS, it is agreed by the aforementioned parties to be of mutual interest and advantage that the students enrolled in Training Division.com be given the benefit of the educational facilities for clinical practice of EMT's and Paramedics in the care of patients and whereas Training Division.com on this date authorizes the execution of a contract to cover such services. Therefore Training Division.com effects the following affiliation with **Beaumont EMS** for a mutually agreed upon number of students enrolled in Training Division.com. This contract is set up for **a 36 month renewal**. Either party may terminate this agreement by giving a 90 day notice in writing to the other party by certified mail.

SPECIFIC RESPONSIBILITIES OF TRAINING DIVISION.COM

1. It shall be the responsibility of Training Division.com after consultation with **Beaumont EMS** to plan, coordinate and implement the educational program for the internship period.
2. Training Division.com will provide qualified instructors to teach all prescribed classes in the EMS program including clinical laboratory practice. In addition, Training Division.com will provide direction to qualified **Beaumont EMS** personnel who may be assisting with the selected portions of the teaching and/or supervision.
3. Training Division.com will provide administrative functions including admission of student, scheduling of classes and clinical experience, maintaining of attendance records, and maintaining achievement records similar to those maintained for all students at Training Division.com and those by the Texas Department of State Health Services.
4. Training Division.com students and faculty are not to represent themselves as employees of **Beaumont EMS** at any time. Training Division.com students are to wear a Training Division.com uniform with ID badge recognizing the individual as a Training Division.com student.
5. Faculty and students of Training Division.com will abide by the policies and procedures of **Beaumont EMS**, while using its facilities and equipment.

6. Training Division.com, after consultation with **Beaumont EMS** personnel, will select suitable clinical experience situations to enable students to meet the objectives of the prescribed curriculum.
7. Training Division.com will provide orientation to Training Division.com students for **Beaumont EMS**.
8. Training Division.com will reimburse **Beaumont EMS** for any loss or damage of any equipment caused by students or instructor's use of said equipment.
9. The Clinical Coordinator of Training Division.com and/or his designee will provide **Beaumont EMS** with the learning objectives for Training Division.com students participating in the clinical training through designated departments.
10. The Clinical Coordinator of Training Division.com or his designee will provide **Beaumont EMS** with a schedule containing days of the week and times of the day to be reserved for Training Division.com students in designated departments. This schedule will be updated monthly or as needed upon agreement of both parties.
11. The Clinical Coordinator of Training Division.com or his designee will provide **Beaumont EMS** with a notification email and the EMS Director's telephone number.
12. Training Division.com faculty and students will be covered by a \$1,000,000 liability insurance policy.
13. Training Division.com will indemnify and hold harmless **Beaumont EMS** from acts of negligence occasioned by Training Division.com students and faculty.
14. Training Division.com faculty will coordinate committee meetings between Training Division.com instructors, appropriate **Beaumont EMS** personnel and physicians for the purpose of reviewing education goals and progress made in meeting these goals.
15. The Clinical Coordinator of Training Division.com or his designee will coordinate meetings with the EMS Director or his/her designee.
16. The student will be required to provide their own personal medical insurance. The student will be responsible for any injuries that are sustained to his or her persons while on a clinical rotation with **Beaumont EMS**.

SPECIFIC RESPONSIBILITIES OF Beaumont EMS

1. **Beaumont EMS** shall provide facilities for Training Division.com students to practice in designated areas.
2. Permit the use of cafeteria facilities by students and instructors.
3. Provide equipment and supplies needed for the care of the patient.
4. Maintain high quality patient care and an environment in which progress planning is made.
5. Provide Training Division.com copies of policies and procedures that pertain to students.

6. Retain responsibility of patient care. Any student found negligent may be refused permission to practice at **Beaumont EMS**.
7. Permit Training Division.com to inform the Texas Department of State Health Services or any other governing agencies of the affiliation between both parties.
8. To provide clinical experience for Training Division.com students.

TERMINATION

Either party may terminate this agreement by giving a 90 day notice in writing to the other party by certified mail. In addition to the aforementioned termination, either party may terminate this agreement if the required state licensing or regulatory agencies remove, suspend or in any way terminate the necessary accreditation or refuse for any reason to approve or once having approved the institution or program thereafter disapprove the institution or program. Such termination being exercisable by either party giving to the other written notice of such and the agreement on such other terms and at such other times as are mutually agreeable.

IN WITNESS THEREOF the parties here to have caused the agreement to be executed by their duly authorized officers on the day and year above written.

Training Division.com

EMS Clinical Coordinator _____ **Date** _____
Brian Pope

10300 FM 1902
Crowley Texas, 76036
City of Beaumont _____ **Date** _____
Kyle Hayes, City Manager

Beaumont EMS _____ **Date** _____
Max Nguyen , EMS Manager

EMS Headquarters
2870 Laurel
Beaumont, Texas 77702

RESOLUTION NO.

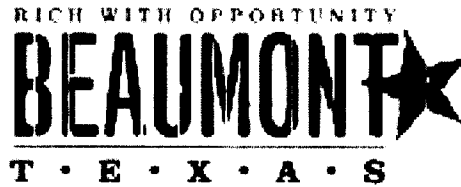
BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute all documents necessary to enter into an affiliation agreement between the City of Beaumont EMS Division and Training Division.com for the sole purpose of clinical experience and educational purposes under the supervision of the EMS Division.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of July, 2014.

- Mayor Becky Ames -



**REGULAR MEETING OF THE CITY COUNCIL
COUNCIL CHAMBERS JULY 1, 2014 1:30 P.M.**

AGENDA

CALL TO ORDER

- * Invocation Pledge Roll Call
- * Presentations and Recognition
- * Public Comment: Persons may speak on scheduled agenda items 1-3/Consent Agenda
- * Consent Agenda

GENERAL BUSINESS

1. Consider a resolution approving the award of three contracts for temporary personnel services
2. Consider a resolution authorizing the award of a bid to Allco, Inc. of Beaumont for the concrete repair of sections of Tyrrell Park Road
3. Consider a resolution authorizing the award of a contract to Conroe Pipe, Inc. for the purchase of Precast Concrete Box Culverts

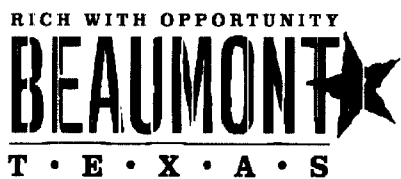
COMMENTS

- * Councilmembers/City Manager comment on various matters
- * Public Comment (Persons are limited to 3 minutes)

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Mitchell Normand at 880-3777 three days prior to the meeting.

July 1, 2014

Consider a resolution approving the award of three contracts for temporary personnel services



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Laura Clark, Chief Financial Officer

MEETING DATE: July 1, 2014

REQUESTED ACTION: Council consider a resolution approving the award of three (3) contracts for temporary personnel services in the estimated total amount of \$719,527.20.

BACKGROUND

Specifications for the contract require temporary staffing agencies to provide pre-screened and qualified individuals on an on-call and as-needed basis. Temporary employees must pass a drug screen and a criminal background search prior to being assigned to the City. The contract specifications requested firm hourly prices inclusive of wages, benefits, testing, screening, workers compensation, taxes, and agency fees.

Eight (8) vendors were solicited and four (4) companies submitted bids for an annual contract to provide temporary employees to fill positions in business offices, skilled and unskilled laborers, equipment operators, and Licensed Vocational Nurses (LVN). Three (3) of the four (4) submitted valid bids. The fourth, Jolt Consulting, Inc., of Houston submitted a non-conforming bid and was rejected. Administration recommends awarding of this bid in the Primary, Secondary and Tertiary format as the best value to the City.

Administration recommends the award of annual contracts to Lofton Staffing, Inc., of Beaumont, as primary vendor; to Advanced Staffing, Inc. of Beaumont, as secondary vendor; and to Personnel Staffing, Inc., of Beaumont, as tertiary vendor. Total contract value is based on actual billed hours over the past twelve (12) months for each labor skill group.

Annual Contract for Temporary Personnel Services
June 24, 2014
Page 2

Vendor	Office I Hourly Rate 1,000 Hrs	Office II Hourly Rate 7,260 Hrs	Skilled Labor Hourly Rate 150 Hrs	Unskilled Labor Hourly Rate 52,300 Hrs	Equipment Operator I Hourly Rate 850 Hrs	Equipment Operator II Hourly Rate 100 Hrs	LVN Hourly Rate 2,200 Hrs
Lofton Staffing, Inc. Beaumont, TX	\$10.80	\$11.47	\$12.15	\$10.80	\$14.85	\$16.20	\$20.25
Advanced Staffing, Inc. Beaumont, TX	\$11.70	\$12.35	\$12.54	\$11.88	\$16.20	\$17.55	\$21.60
Personnel Staffing, Inc. Beaumont, TX	\$11.93	\$13.25	\$11.93	\$13.25	\$15.90	\$17.23	NO BID

FUNDING SOURCE

Funds are available for this expenditure in the user Departments' operating budgets.

RECOMMENDATION

Approval of resolution.

RESOLUTION NO.

WHEREAS, bids were solicited for an annual contract to provide temporary personnel services; and,

WHEREAS, Lofton Staffing, Inc., Advanced Staffing, Inc., and Personnel Staffing, Inc., all of Beaumont, Texas, submitted bids for the categories and at the hourly rates shown below:

Vendor	Office I Hourly Rate 1,000 Hrs	Office II Hourly Rate 7,260 Hrs	Skilled Labor Hourly Rate 150 Hrs	Unskilled Labor Hourly Rate 52,300 Hrs	Equipment Operator I Hourly Rate 850 Hrs	Equipment Operator II Hourly Rate 100 Hrs	LVN Hourly Rate 2,200 Hrs
Lofton Staffing, Inc. Beaumont, TX	\$10.80	\$11.47	\$12.15	\$10.80	\$14.85	\$16.20	\$20.25
Advanced Staffing, Inc. Beaumont, TX	\$11.70	\$12.35	\$12.54	\$11.88	\$16.20	\$17.55	\$21.60
Personnel Staffing, Inc. Beaumont, TX	\$11.93	\$13.25	\$11.93	\$13.25	\$15.90	\$17.23	NO BID

; and,

WHEREAS, City Council is of the opinion that the bid submitted by Lofton Staffing, Inc., of Beaumont, Texas, as primary vendor; the bid submitted by Advanced Staffing, Inc., of Beaumont, Texas, as secondary vendor; and, the bid submitted by Personnel Staffing, Inc., of Beaumont, Texas, as tertiary vendor, as shown above should be accepted;

NOW, THEREFORE, BE IT RESOLVED BY THE

CITY COUNCIL OF THE CITY OF BEAUMONT:

THAT the statements and findings set out in the preamble to this resolution are hereby, in all things, approved and adopted; and,

THAT the bid submitted by Lofton Staffing, Inc., of Beaumont, Texas, as primary vendor; the bid submitted by Advanced, Staffing, Inc., of Beaumont, Texas, as secondary

vendor; and, the bid submitted by Personnel Staffing, Inc., of Beaumont, Texas, as tertiary vendor, for an annual contract to provide temporary personnel services for the categories and at the hourly rates shown above be accepted by the City of Beaumont; and,

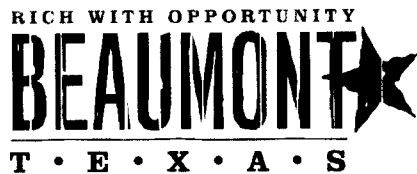
BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with Lofton Staffing, Inc., Advanced Staffing, Inc., and Personnel Staffing, Inc., for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of July, 2014.

- Mayor Becky Ames -

July 1, 2014

Consider a resolution authorizing the award of a bid to Allco, Inc. of Beaumont for the concrete repair of sections of Tyrrell Park Road



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., City Engineer *JM*

MEETING DATE: July 1, 2014

REQUESTED ACTION: Council consider a resolution authorizing the award of a bid to Allco, Inc. of Beaumont in the amount of \$223,040.62 for the concrete repair of sections of Tyrrell Park Road.

BACKGROUND

During installation of a pipeline on the Keystone Project in the fall of 2013 sections of Tyrrell Park Road were damaged from heavy equipment being used. The contractor Sunland Construction, Inc., made an agreement with the City of Beaumont to pay \$150,000.00 for damages to the road. The proposed improvements include replacing the damaged sections of the concrete with new 8" thick reinforced concrete.

On Thursday, June 19, 2014 bids were solicited for furnishing all labor, materials, equipment and supplies for the rehabilitation/repair of concrete sections of Tyrrell Park Road.

Five (5) bids were received as follows:

Contractor	Bid Amount	Location
Allco, Inc	\$223,040.62	Beaumont, TX
Bruce's General Construction, Inc.	\$226,723.00	Beaumont, TX
APAC-TEXAS, Inc.	\$293,921.80	Beaumont, TX
MK Constructors	\$299,508.20	Vidor, TX
Brystar Contracting, Inc.	\$303,931.00	Beaumont, TX

FUNDING SOURCE

April 9, 2014 Sunland Construction, Inc., paid the City of Beaumont \$150,000.00 for damages caused to Tyrrell Park Road during the installation of the pipeline. Funds are available for the balance in the Capital Program.

RECOMMENDATION

Approval of Resolution.

CITY OF BEAUMONT
 BID TAB
 TYRRELL PARK ROAD CONCRETE REHABILITATION PROJECT

ITEM NO	ITEM CODE	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	ALCO		BRUCE'S		APAC, INC.		MK CONSTRUCTORS		BRISTAR	
						UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
361	2021		FULL-DEPTH CONCRETE REPAIR (8') (COMPLETE)	SF	1780	\$113.10	\$201,340.62	\$115.00	\$204,723.00	\$159.00	\$283,051.80	\$141.00	\$251,008.20	\$155.00	\$275,931.00
500	2001		MOBILIZATION	LS	1	\$11,200.00	\$11,200.00	\$10,000.00	\$10,000.00	\$3,820.00	\$3,820.00	\$28,500.00	\$28,500.00	\$10,000.00	\$10,000.00
502	2001		BARRICADES, SIGNS AND TRAFIC HANDLING	LS	1	\$10,500.00	\$10,500.00	\$12,000.00	\$12,000.00	\$7,050.00	\$7,050.00	\$20,000.00	\$20,000.00	\$18,000.00	\$18,000.00
TOTAL CONTRACT BID							\$223,040.62		\$226,723.00		\$293,921.80		\$299,508.20		\$303,931.00

SUNLAND CONSTRUCTION, INC.

Remittance Advice

Page 1 of 1

Check: 863461 Paid by: SUNLAND CONSTRUCTION, INC.
 Date: 04/09/14 Paid to: CITY OF BEAUMONT-PUBLIC WORKS
 Amount: 150,000.00

Our Account #:
 Vendor Code: CIT051

Inv. Date	Invoice No.	Job Number	Inv. Amount	Discount	Amount Paid	Retention	Remarks
04/09/14	040914	4637	150,000.00	0.00	150,000.00	0.00	release
Check Totals			150,000.00	0.00	150,000.00	0.00	

DETACH AND RETAIN THIS STATEMENT

FMDC-CON 98001 10/98

WARNING: THIS DOCUMENT HAS A COLORED BACKGROUND AND A WATERMARK



SUNLAND CONSTRUCTION, INC.
 P.O. DRAWER 1087 -- EUNICE, LA 70535 - (337) 546-0241

CHASE
 JPMorgan Chase Bank, N.A.
 Baton Rouge, Louisiana 70801

84-13
 654

DATE	CHECK NO.
04/09/14	863461

863461

PAY **ONE HUNDRED FIFTY THOUSAND AND XX / 100 DOLLARS

\$ **150,000.00

TO THE
 ORDER OF

CITY OF BEAUMONT-PUBLIC WORKS
 ATTN: PATRICK DONART
 PO BOX 3827
 BEAUMONT, TX 77704

SUNLAND CONSTRUCTION, INC.

[Signature]

⑈863461⑈ ⑆065400137⑆ 1596009090⑈

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE

CITY OF BEAUMONT:

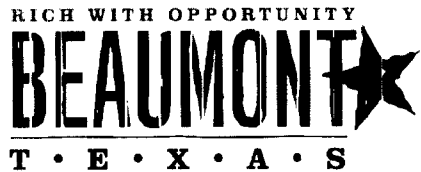
THAT the City Council hereby approves the award of a contract to Allco, Inc., of Beaumont, Texas, in the amount of \$223,040.62 for furnishing all labor, materials, equipment and supplies for the rehabilitation/repair of concrete sections of Tyrrell Park Road.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of July, 2014.

- Mayor Becky Ames -

July 1, 2014

Consider a resolution authorizing the award of a contract to Conroe Pipe, Inc. for the purchase of
Precast Concrete Box Culverts



City Council Agenda Item

TO: City Council

FROM: Kyle Hayes, City Manager

PREPARED BY: Dr. Joseph Majdalani, P.E., City Engineer *JM*

MEETING DATE: July 1, 2014

REQUESTED ACTION: Council consider a resolution authorizing the award of a contract to Conroe Pipe, Inc. for the purchase of Precast Concrete Box Culverts in the amount of \$199,944.00.

BACKGROUND

Drainage District 6 has proposed that the City of Beaumont participate in a joint effort to improve the drainage capacity of ditch 119 to eliminate flooding during heavy rain events. Drainage ditch 119 provides drainage for more than thirty residential streets. Please see "Attachment A" for an illustration of the drainage area.

Drainage District 6 has performed a drainage study of the area and determined that ditch overflows onto Howell Street can be avoided by installing drainage box culverts with larger capacities under the roadway pavement at Belvedere and Howell Street crossings. See "Attachment B" for an illustration of the overflow observed at Howell Street on October 31, 2013. Previous overflows have undermined the integrity of the base under Howell Street resulting in pavement failures.

Drainage District 6 has agreed to provide the equipment and labor to install the proposed box culverts and construct the concrete transitions from the boxes to ditch 119 provided the City of Beaumont supplies the proposed box culverts.

On May 29, 2014 the City of Beaumont received one (1) bid for the Purchase of Precast Box Culverts in the amount of \$199,944.00. The estimated cost prior to receipt of bids was \$200,000.00.

FUNDING SOURCE

Capital Program.

RECOMMENDATION

Approval of resolution.

DRAINAGE AREA

DELAWARE

REGINA

BELVEDERE

GLADYS

HOWELL

DRAINAGE DITCH 119

THOMAS

W LUCAS

N. CIRCUIT

CLINTON

CALDER

PHELAN

WILCHESTER

Calwood Cutoff

DOWLEN

DOWLEN

CALDER

EXHIBIT A



**HOWELL STREET OVER FLOW
OCTOBER 31, 2013**

EXHIBIT B

BID TABULATION: Purchase of Precast Concrete Box Culverts

BID OPENING: May 29, 2014 @ 2 p.m.

BID NUMBER: BF0414-27

CONROE PIPE, INC.				EXTENDED PRICE	
				UNIT PRICE	
ITEM NO	DESCRIPTION	QUANTITY	UNIT		
1	TOTAL DELIVERED PRICE FOR 9 X 5 CULVERTS	1	LS	\$ 94,406.40	\$ 94,406.40
2	TOTAL DELIVERED PRICE FOR 10 X 3 CULVERTS	1	LS	\$ 105,537.60	\$ 105,537.60
				TOTAL BID	\$ 199,944.00

RESOLUTION NO.

BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF BEAUMONT:

THAT the City Council hereby approves the award of a contract to Conroe Pipe, Inc., of Conroe, Texas, for the purchase of 180 linear feet of 9' x 5' precast concrete box culverts and 180 linear feet of 10' x 3' precast concrete box culverts to be installed at Gravity Drainage District 6 Drainage Ditch 119 to eliminate flooding during heavy rain events in the amount of \$199,944; and,

BE IT FURTHER RESOLVED THAT the City Manager be and he is hereby authorized to execute a contract with Conroe Pipe, Inc., of Conroe, Texas, for the purposes described herein.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 1st day of July, 2014.

- Mayor Becky Ames -